

## State Architects Adopt Code at Oshkosh Convention

By LEIGH HUNT

It is over, our second annual convention, but it will not soon be forgotten.

We reached Oshkosh rather ahead of the scheduled time, only to find that several architects from districts located 100 to 225 miles away were already there waiting for the crowd to arrive.

Just what were the highlights, you, who were unfortunate in not being present at the convention, ask.

First of all, the convention, after many hours of debate, passed a Code of Fair Practice which includes a schedule of minimum charges and, in addition, sets forth what we architects agree to do for the fee paid by the client. Rather setting up a standard of quality for the fee-cutting or chiseling architect to think over, I should say.

There were two speakers. Mayor Oaks, of Oshkosh, addressed the convention, giving the delegates the freedom of the city and a splendid welcoming talk at the opening of the convention, and Charles E. Broughton, editor of the Sheboygan Press and National Democratic Committeeman for Wisconsin, closed the convention with a talk on the National Recovery Act, urging us all to work for its success. His talk was very forceful.

The convention passed unanimously a resolution endorsing the N. R. A. and instructed the Secretary to send it to President Roosevelt and a copy to General Hugh S. Johnson and Charles E. Broughton.

About eighty members were present and approximately forty per cent being from districts other than Number Seven.

President Leo A. Brielmaier called the meeting to order and delivered an ad-



TO  
 OUR MEMBERS  
 OUR READERS  
 OUR CONTRIBUTORS  
 OUR LOYAL SUPPORTERS  
 WE WISH  
 A  
**Happy Thanksgiving**  
 •  
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### STATE ASSOCIATION OF WISCONSIN ARCHITECTS

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 (Members later)

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## NOVEMBER CALENDAR

### WEDNESDAY, NOVEMBER 8th —

Meeting of Wisconsin Chapter, A. I. A., at City Club, Milwaukee, 12:15 P. M.

### TUESDAY, NOVEMBER 14th —

Meeting of the Seventh (Milwaukee) District, at "Heinie's Place," N. 12th St. and W. Highland, Milwaukee, 12:15 P. M.

### WEDNESDAY, NOVEMBER 15th —

Meeting of Executive Board, State Association of Wisconsin Architects, City Club, Milwaukee, 12:15 P. M.

## Architects Urged to Submit Projects to Government!

### FEDERAL STATE ENGINEER WELCOMES PROJECT SKETCHES

A ray of hope appears on the horizon at last with the word that architects throughout the state are urged by the Federal State Engineer to submit, by December FIRST, sketches for government projects in their district. Leo A. Brielmaier, president of the State Association of Wisconsin Architects, has been asked to pass the information on to Wisconsin architects. New school, county and municipal building requests are urgently called for but architects' sketches *must* accompany the requests. Mr. Brielmaier's message to the profession is reproduced below.

### THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS

October 31, 1933.

#### Fellow Members:

I have been in touch with the office of the Federal State Engineer in charge of the Public Works Administration in Madison, Wisconsin, and am informed that his office as well as the Public Works Administration in Washington are most anxious to have requests for new schools, county and municipal buildings throughout the state submitted to them for approval not later than December first. They urge that the architects check up and develop such projects in their districts.

The requirements include architects' sketches to accompany each request, and the approval of the project is based upon these sketches. This precludes the change of architects after approval excepting for any exceptional valid reason

(Continued on page 3, column 1)

(Continued on page 4, column 2)

## WISCONSIN ARCHITECT

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An Organization promoting the best interests of the architectural profession by United Action.

NOVEMBER 1933

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#### BUSINESS AND EDITORIAL OFFICE

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Milwaukee, Wisconsin

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## WE DO OUR PART



WISCONSIN ARCHITECT

## THE HOUSE THAT ANN BUILT

This installment concludes the series that recently appeared in the Milwaukee Journal under the above caption. The series was written by Leigh Hunt, Editor, as a part of the campaign of the Association's Committee on Public Education, attracting much notice.—A. Z.

Dear Ann: Certainly was agreeably surprised on receiving your last letter to learn that you have bought your lot, chosen your architect, and that your plans and specifications are already finished. Not only that, you have your bids and are ready to let contracts. You certainly have made progress.

Now, you are wondering about supervision. You believe you can watch the work yourself, thereby saving part of the architect's fee. I am sure Uncle Charles would take issue with this, but will run over to see him directly and drop you a line as soon as possible.

Yours,  
MADGE.

Dear Ann: When I told Uncle Charles of your proposal to dispense with an architect in supervising the construction of your new home, he said it might be a costly mistake.

The signing of the contracts is the first step in actually starting the work, he says. There are materials to be selected and approved, sub-contractors to be investigated and passed upon.

As the work progresses, there are certificates to be issued, indicating that the various contractors are entitled to receive money on account. Waivers must be obtained from contractors and material men for labor and materials. It is necessary that there be inspection of

materials and workmanship to see that they are of the kinds called for by the contract. Also it is necessary to see that the materials are of the design and finish called for in the specifications and on the plans.

He said further that there must be some person in authority to reject such workmanship and materials as are imperfect and see that the proper materials and workmanship are provided in their place. Substitutions are offered or suggested which might not be acceptable under the terms of the contract or might not be fitting substitutes. These matters should be referred to your architect who, of course, knows what you should have.

There are many little details requiring expert advice and decisions which only your architect can solve properly. For instance, such items as your walks and drives, grading, planting and fences. And Ann, you might even want to ask him his choice for drapes, or what wall paper would be suitable in color and design. He can assist you in selecting lighting fixtures. His knowledge and experience are invaluable in such matters as plumbing, hardware and a thousand and one little things which go toward making a home out of a house.

Ann, dear, have confidence in your architect for he is your professional adviser.

There is little chance that I shall be able to visit you before your house is completed, but rest assured I shall be present for the house warming.

With the actual construction under way, you have no further need for advice. And now I can only wish you the best of happiness in this new home of yours.

Always the same,  
MADGE.

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# The State Association of Wisconsin Architects

## SCHEDULE OF PROPER MINIMUM CHARGES AND PROFESSIONAL PRACTICE

1. THE ARCHITECT'S professional relation to his client shall consist of professional service, necessary conferences, the preparation of preliminary studies, working drawings, specifications, taking of bids, letting of contracts, large scale and full size detail drawings, and of the general direction and supervision of the work, for which, except as hereinafter mentioned, the minimum charge is six per cent (6%), based upon the total cost of the work complete. In case of the discontinuance or abandonment of the work, the architect's charge shall be based upon an estimated total cost, which estimated total cost may be determined by the architect or by the lowest estimates of responsible contractors. Total cost is to be interpreted as the cost of all materials and labor necessary to complete the work according to plans and specifications, plus contractor's profits and expenses, as such cost would be if all materials were new and all labor fully paid, at market prices current when the work was ordered.

2. THE ARCHITECT shall make quite clear the character of a preliminary estimate prepared before completing plans and specifications, but should make no statements of cost which might be misleading.

3. ON RESIDENTIAL work, on alterations to existing buildings, on monuments, furniture, decorative and cabinet work, and landscape architecture, it is proper to make a higher charge than above indicated. (See par. 18.)

4. THE ARCHITECT is entitled to compensation for articles purchased on his advice or under his direction, even though not designed by him.

5. IF AN OPERATION is conducted under separate contracts, rather than under a general contract, it is proper to charge a special fee in addition to the charges mentioned elsewhere in this schedule.

6. WHERE THE ARCHITECT is not otherwise retained, consultation fees for professional advice are to be charged in proportion to the importance of the questions involved and services rendered.

7. THE ARCHITECT is to employ for heating, ventilating, mechanical, structural, electrical and sanitary problems the services of an outside engineer where such services are not available within the architect's organization. The use of free engineering service, which is so often offered by manufacturers and jobbers, is detrimental to the best interests of the client. Chemical and mechanical tests and surveys, borings, and bearing tests are to be paid for by the owner.

8. NECESSARY TRAVELING expenses are to be paid by the owner unless otherwise agreed.

9. THE ARCHITECT is to furnish the owner with one complete blue print set of general working drawings and specifications to be the owner's property. The architect shall furnish the following complete sets of drawings and specifications for the purpose of bidding and the construction of the work:

Not over 10 sets for work costing \$25,000 or under.

Not over 20 sets for work costing between \$25,000 and \$50,000.

Not over 30 sets for work costing over \$50,000.

The architect may require a deposit on the plans as security for safe return, but the full deposit is to be returned upon return of plans. The architect must not make a charge to contractor for figuring the plans, but in agreement with client the architect must state how many plans he will furnish and the charge to client for any additional sets required other than those above mentioned.

10. THE ARCHITECT'S charges for professional services shall be made only to the client and he shall not accept gifts, favors, etc., or any other remuneration. The architect must have no interest in contracting firms and material manufacturing firms.

11. AN ARCHITECT shall not compete knowingly with another architect on the basis of professional charges.

12. THE OFFERING or performance of free sketch service is not permitted except in connection with competitions which are conducted under the rules of the American Institute of Architects.

13. AN ARCHITECT may not undertake a commission while knowingly there is a just claim of a fellow architect who had previously been engaged and whose claims remain unsatisfied, nor any attempt to supplant a fellow architect or to obtain a commission after steps have been taken toward the appointment of another architect.

14. IF, AFTER A definite scheme has been approved, changes in drawings, specifications or other documents are required by the owner; or if the architect be put to extra labor by the delinquency or insolvency of a contractor, the architect shall be paid for such additional services and expense.

15. THE ARCHITECT'S entire fee is divided, and proportionate payments on account are due the architect.

Adopted by The State Association of Wisconsin Architects, at its second annual convention at Oshkosh, Wis., October 20, 1933.

Compliments of the Wisconsin Architect, Official Publication, The State Association of Wisconsin Architects. Additional copies at 3c each, plus postage, must be obtained from the Secretary, Wm. G. Herbst, 1249 N. Franklin Place, Milwaukee.

### THE FEE IS DIVIDED AS FOLLOWS:

Preliminary studies .....	.2 of total fee
General drawings .....	.3 of total fee
Specifications .....	.1 of total fee
Scale and full size details .....	.1 of total fee
General supervision of the work .....	.3 of total fee

Total ..... 1.00

(Fee for Complete service as agreed, or see paragraphs 1 to 18.)

### 16. ITEMS OF SERVICE are comprehended as follows:

(A) Preliminary Studies consist of the necessary conferences, inspections, studies and sketches modified and remodified to determine the client's problems and illustrate a satisfactory general solution of same, both as to plan and elevation. Illustrative sketches for this purpose need not be accurate scale, but should be approximately correct as to general dimensions and proportion.

(B) General Drawings include figured scale plans of the various stories, elevations of all the fronts, such general vertical sections as may be necessary to elucidate the design, and such details, drawn to still larger scale as, with the assistance of printed notes, and of the accompanying specifications, may make the whole scheme clearly evident to the mind of a competent builder and give him a full and complete comprehension of all the structural and mechanical conditions as they affect the vital questions of quality and quantity of materials, of character of workmanship, and of cost.

(C) Specifications consist of a supplementary statement in words, of at least all those items of information regarding a proposed building which are not set forth in the drawings.

(D) Detail Drawings include all the necessary supplementary drawings required for the use of the builders, to enable them to so provide and shape their material that it may be adjusted to its proper place of function in the building with the least delay, and the smallest possibility for errors and misfits. If not prepared until after the contract for the building is let they must not impose on the contractor any labor or material which is not called for by the spirit and intent of the "General Drawings" and "Specifications."

(E) The architect is to check all shop drawings to see that they conform to the full size details but his approval of a shop drawing incorrectly depicting assembly of various members does not relieve the contractor from responsibility for conforming to plans, specifications, details and all governing conditions. The architect is to make no charge to contractor for this service.

(F) The Supervision of an architect (as distinguished from the continuous personal inspection which may be secured by the employment of a clerk-of-the-works or inspector of construction) means such inspection by the architect or his deputy, of work in studios and shops or at building or other work in process of erection, completion or alteration, as he finds necessary to ascertain whether it is being executed in general conformity with his drawings and specifications or directions. He has authority to reject any part of the work which does not so conform and to order its removal and reconstruction. The architect is not to require the contractor to make good errors and oversights in the contract documents. He has authority to act in emergencies that may arise in the course of construction, to order necessary changes, and to define the intent and meaning of the drawings and specifications. On operations where a clerk-of-the-works or inspector of construction is desired, the architect shall employ such assistance at the owner's expense.

17. DRAWINGS AND specifications, as instruments of service, are the property of the architect.

### 18. EXCEPTIONS. (See par. 3.)

On dwellings costing less than \$10,000, the architect is entitled to a substantially increased fee.

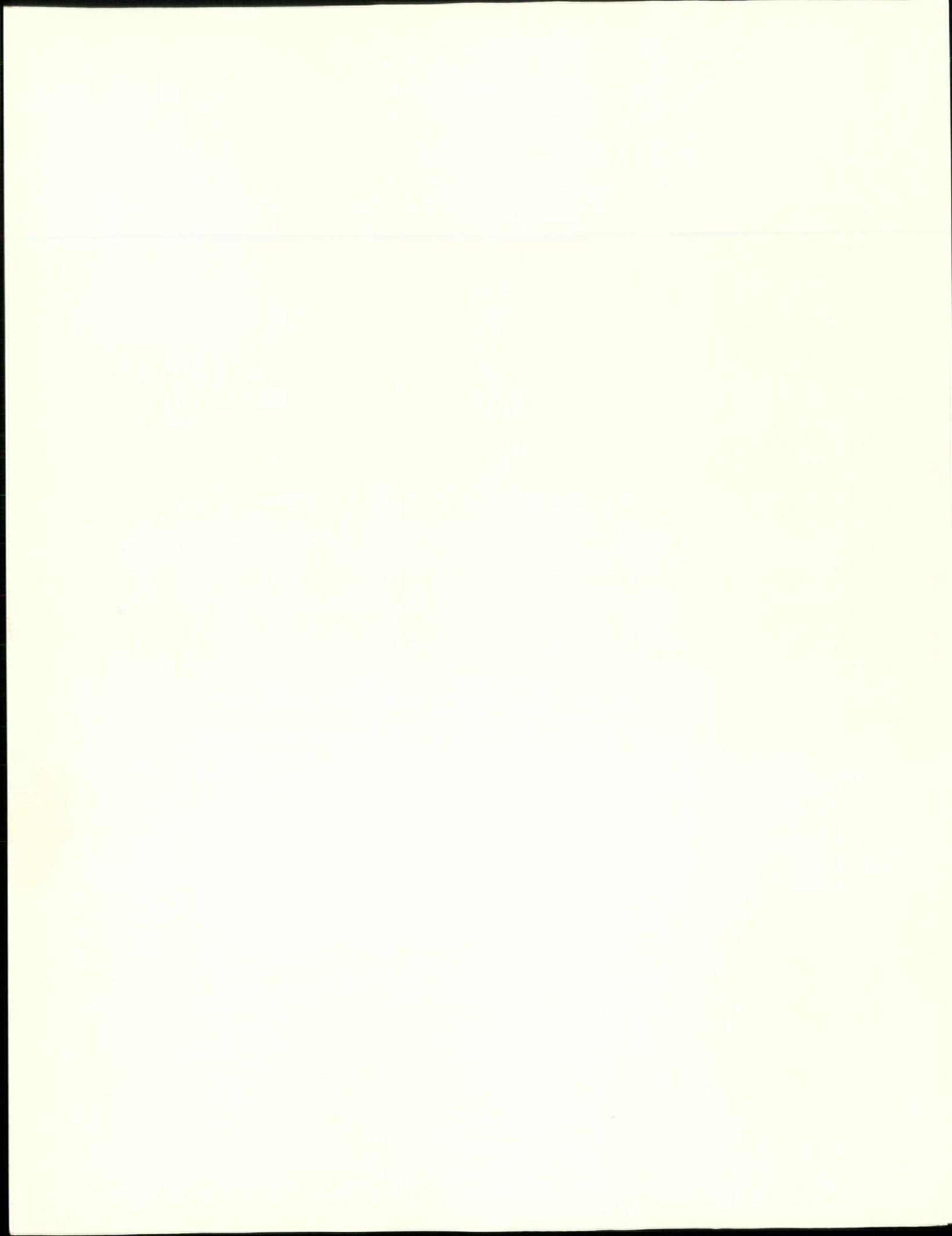
Simple buildings without finish and not requiring special planning for machinery or arrangement, a fee of 5%.

Additions and alterations to all kinds of buildings, a substantially higher charge may be made.

Where not otherwise provided by agreement, testimony or consultation, a minimum of \$25.00 per diem shall be charged for professional witness.

19. THE OWNER shall expect the architect to take only fair competitive bids and which shall be based upon the capability, experience, honesty and financial stability of the bidder. Competition based solely upon price is unfair and improper.

20. THE OWNER may reject any or all bids but he shall not do so for the purpose of using other bids not received on the bid date nor in order otherwise to defeat the purpose of the principle of fair practice.



## CONVENTION STORY

(Continued from page 1, column 1)

dress of welcome which was inspiring and sincere.

The Secretary, Fitzhugh Scott, read the minutes of the first annual convention. Our Treasurer, Roger Kirchhoff, read his report which was then approved by the auditing committee.

After this came the reports by the chairmen of the committees. Leigh Hunt read the publicity committee report; A. C. Eschweiler, Jr., legislative; Carl Eschweiler, education; Henry Auler, special committee for Resolution No. 2; and Edgar Stubenrauch, chairman of the practice committee, read a Code of Fair Practice which was held over for consideration until after lunch, as the chairman considered it too important to be interrupted by an intermission.

In the absence of Thomas L. Rose, chairman of the code committee, the report was read by the writer.

Bruce Uthus reported for the Builders' Congress.

The remaining minutes before lunch were given over to the report of the resolutions committee.

The committee had for resolutions—No. 1, a vote of thanks to the Morgan Company of Oshkosh; No. 2 referred to Mr. Stubenrauch's committee report on the code and was not read, the code still being before the convention; No. 3, a vote of commendation to the WISCONSIN ARCHITECT and its editors; and No. 4, a vote of thanks to the members of District Five and especially to Henry Auler.

The convention then adjourned for a buffet lunch.

After lunch the members walked to the Morgan Company plant and were shown a most interesting demonstration of the manufacture of modern doors, windows, blinds, etc.

The convention reconvened at three o'clock and Edgar Stubenrauch of Sheboygan at once began reading the Code of Fair Practice, article by article.

After much debate and deliberation the code with specific modifications was unanimously adopted and referred back to the resolutions committee for editing and publication. It was also moved that each member should receive a copy of the code suitable for framing and that additional copies be furnished at a small charge.

Mr. Schober of Green Bay moved that the next convention be held in Milwaukee. This motion was carried.

The nominations for the eight members of the executive board to be elected at large was the next order of business. Sixteen were nominated and when the tellers reported it was announced that the eight elected were Frank Riley, Peter Brust, Bruce Uthus, T. L. Eschweiler, Edgar A. Berners, William Redden, Francis Hinton and Henry Foeller. This is in addition to the eight members of the board elected on the 20th by the district advisers and were as follows: Leo A. Brielmaier, Roger Kirchhoff, A. C. Eschweiler, Jr., William Herbst, Fitzhugh Scott, Leigh Hunt, Henry Auler and Edgar Stubenrauch. After the convention adjourned the entire board met, electing the officers for the year: Leo A. Brielmaier, president; Leigh Hunt, first vice-president; Frank Riley, second vice-president; Wm. G. Herbst, secretary, and Roger Kirchhoff, treasurer.

The convention then moved into the banquet hall and after the dinner Mr. Broughton spoke on the N. R. A. as we have previously said. Then some good

singing by an Oshkosh quartet and a "table loud with architects."

Our reactions were very satisfactory. Nothing was cut and dried.

New faces are on the board and, with the exception of the president and treasurer, new officers will guide the activities of the Association for the next twelve months.

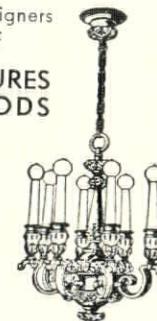
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## SHORTEST SPECIFICATION

One of Ben Brielmaier's favorite stories, when architects happen to be leisurely "gassing" about our work, concerns a very deleted heating specification. While established in New York years ago, he was commissioned to remodel a church, and was given the original architect's plans and specifications to aid him in his work. The complete original heating specification read as follows:—"Heating system to be a success." It was!

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**ARCHITECTS URGED  
TO SUBMIT PROJECTS  
TO GOVERNMENT**

(Continued from page 1, column 3)

and which might require the filing of a new application.

With this information, every resident architect in Wisconsin should at once develop the projects in his community. The architectural profession has been criticized as being very lax in this regard while the engineers have been on their toes, and as a result engineering projects thus far have greatly exceeded building construction.

Let me repeat that the Office of the Federal State Engineer welcomes the submission of building projects.

Copies of Circulars 1 and 2 containing requirements for applications under Public Works Program may be obtained from the Office of the Federal Emergency Administration of Public Works, Suite 502, One West Main Street, Madison.

Faithfully yours,

**Leo A. Brielmaier, President,**  
The State Association  
of Wisconsin Architects.

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## SEVENTH DISTRICT NEWS

By RALPH KLOPPENBURG, Sec'y

## ENTERTAINMENT COMMITTEE

The entertainment committee of the State Association of Wisconsin Architects for 1933-34 is as follows:

Roland Kurtz, chairman; Frank Drolshagen, Herbert Grassold, Francis Hinton, Emil LaCroix, Elmer Johnson, Urban Peacock, Geo. Spinti, Fred Wegner, Roy Papenthien and Gilbert Grunwald.

If each one does his share towards getting the fellows out to meetings, then our attendance figures will be satisfactory. The members of the committee should advance some good suggestions frequently.

## Something to Think About

1. Shall we have monthly meetings of District No. 7?

2. What dates? A. I. A. meets on second Wednesday.

3. Place and price of noon luncheons: Builders Club, 12:15 P. M., 25c plate lunch includes pie and coffee. We can have the private use of the main floor.

4. "Kloppy" as the publicity director for No. 7, will get all of our dope into the WISCONSIN ARCHITECT each month. As this is mailed before the fifth of each month, this serves as a good announcement of each meeting.

5. At each meeting we will expect brief statements of activities from various members of the Executive Council. Some other members could give brief talks occasionally. Several good outside speakers are also available.

## HEWING TO THE LINE

We may not like four pages as well as eight or twelve. But we, too, must hew to the mark delineated by income. Our goal is sixteen pages per month, average, but we must approach that goal carefully.

**THE WISCONSIN ARCHITECT**  
Official Publication

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